

## EXHIBIT C

### NONDISCRIMINATION

#### Section I: Requirements Relating to Employment and Service to the Public

##### A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further

Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

#### **B. Construction, Repair, and Similar Contracts**

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### **C. Facilities**

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

### **Section II Accessibility**

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods

and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

#### **A. Discrimination Prohibited**

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

#### **B. Existing Facilities**

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

NATIONAL PARK SERVICE  
ANTELOPE POINT DEVELOPMENT SITE

**EXHIBIT D**

**ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS  
(CONCESSION FACILITIES)**

**LAND ASSIGNED:**

Land is assigned in accordance with the boundaries shown on the following map, enclosed within this exhibit:

**Exhibit D-1-Antelope Point –Map of Concessioner Assigned Areas**

**REAL PROPERTY IMPROVEMENTS ASSIGNED:**

The following real property improvements are assigned to the concessioner for use in conducting its operations under this CONTRACT:

Building/Asset Identification Number	Description
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**NONE**

Approved, effective 1/21, 2003

By: Karen P. Wade  
Director, Intermountain Region

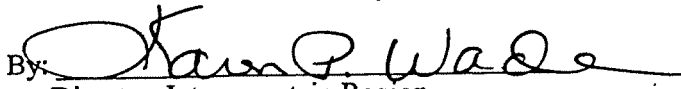
**EXHIBIT E**

**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

**NONE**

Effective, this 21<sup>st</sup> day of Jan, 2003

By:   
Director, Intermountain Region

## EXHIBIT F

### CONCESSIONER CONSTRUCTION, MAJOR REHABILITATION, AND REPAIR AND MAINTENANCE PROJECT PROCEDURES

#### A. Introduction

This exhibit presents step-by-step procedures for the administration of Concessioner building projects (construction, major rehabilitation, and repair and maintenance projects) within the park Area. Important terms are defined first. Project planning and design are presented second, followed by guidelines for project supervision. All projects undertaken by the Concessioner require a coordinated effort between the Concessioner and the Superintendent. This exhibit applies to the building of new structures or facilities, major rehabilitations, and the repair and maintenance ("R&M projects") of existing Concession Facilities that change the nature, appearance or value of existing Concession Facilities. Rehabilitation projects that are not major rehabilitations as defined in the Contract are considered as R&M projects. Facility operations, custodial and preventive maintenance and maintenance needed for facility operations are not considered R&M projects subject to these procedures. Repair and maintenance is also not to be considered as a project subject to these procedures when the activity does not change the nature, appearance or value of existing Concession Facilities. All projects must be proposed, approved, and accomplished under these procedures. In the event of any inconsistency between this exhibit and the main body of this CONTRACT and Exhibit A, the main body of the CONTRACT and Exhibit A will prevail.

In accordance with the Contract, only certain new construction and major rehabilitation projects may qualify for leasehold surrender interest (LSI). Following these administrative procedures for both LSI and non-LSI projects will enable NPS to approve LSI, as well as to ensure that all requirements of law and NPS policy are undertaken with respect to any project.

In addition, these procedures will enable the appraisal of LSI to occur in an orderly way. The documentation collected and organized by the use of these guidelines will provide a record of decision or "paper trail" of project development and implementation that will assist the park and concessioner in future planning and facility appraisal.

All project activities shall be directed and managed as presented in the "Annual Construction and Repair and Maintenance Management Plan" (CMP). In addition to these activities, the CMP is also to present scheduled project development and implementation, as presented below under Item C, Project Planning and Design, paragraph 1. Individual projects included in the CMP will be authorized by NPS through an approved Project Statement (PS).

Projects may be required to be reviewed under the National Environmental Policy Act (NEPA) of 1969, as amended. Projects within historic and culturally significant areas may require certain building management methods established under the National Historic Preservation Act of 1966, as amended. All construction shall comply with codes and building requirements adopted by NPS, including without limitation and where applicable, the most recent International Building Code (IBC), National Fire Protection Association (NFPA) codes, the Americans with Disabilities Act (ADA) requirements, and NPS management policies.

The Concessioner is responsible for all aspects of project development and implementation. The role of the NPS is to provide direction, authorization and oversight. The Concessioner and the Park staff must work closely together to successfully complete construction projects in a manner that achieves the goals and objectives of the park Area and the NPS.

## **B. Definition of Terms**

**"Annual Construction and Repair and Maintenance Management Plan" (CMP):** A written document presenting all construction, major rehabilitation and R&M projects to be undertaken by the Concessioner during the following calendar year after the final submittal date.

**"Approved Project Documents":** Project drawings and specifications approved by the Park Superintendent and used by the Concessioner to direct a contractor in the type, size and quality of projects.

**"Change Order":** A written agreement between the "Construction Supervisor" and the Contractor or Consultant that changes the contract documents or scope of project work as agreed upon contractually.

**"Construction":** The removal or assembly of a building, road, utility or any other facility part or material that changes the nature, appearance, or value of that facility.

**"Construction Supervisor":** A Concessioner employee designated to administer and coordinate day-to-day projects representing the interests of the Concessioner and NPS and assuring quality work is performed that meets the design and specifications of the project. This person must have the authority to direct the contractor in any way that may change the contractual agreement between the Concessioner and the contractor.

**"Conventional Design-Bid-Build Methods":** Construction developed and implemented under several separate agreements managed and coordinated directly by the Concessioner.

**"Contact Person":** A Concessioner employee designated as the person to contact with regard to a specific matter, concern, or issue.

**"Facilitator":** A Concessioner employee designated to have the role of providing structure and agendas for meetings with NPS and who records meeting discussions and outcomes.

**"Guaranteed Maximum Price Design-Build Construction Methods":** An industry recognized type of construction where project consultants and contractors form an agreement to work as one entity providing facility construction in response to a developed request for proposal issued by the Concessioner. (Reference: Design Build Institute of America).

**"Licensed Contractor":** An entity performing construction certified or licensed by the State to perform construction services within that State.

**"Major Rehabilitation":** (Defined in the CONTRACT).

**"Project Coordinator":** A Concession employee vested with the authority to direct consultants and contractors in the expenditure of construction and R&M funds.

**“Project Statement” (PS):** An agreement between NPS and the Concessioner approved by the Park Superintendent that authorizes the development and implementation of individual projects identified in a CMP.

**“Registered Technical Professionals”:** Architects, engineers, or any subject area expert either certified or licensed by the State to perform specialized services or certified by a widely recognized industry regulator held responsible for quality and standard application of technical subject matter.

**“Substantially Complete”:** (Defined in the CONTRACT).

**“Total Project Cost”:** The total of all actual project expenditures (invoiced and paid) for completion of a project.

**“Total Project Price”:** The total of all estimated project expenditures for completion of a project.

### **C. Project Planning and Design**

(1) Submit an Annual Construction and Repair and Maintenance Plan (CMP). Before approval to proceed with any project is granted by NPS, the Concessioner must submit a CMP for implementation the following year. Some projects may require several years of planning and design before construction. The purpose of the plan is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement. The CMP should include any intended projects. Projects shown in the plan must include at least a project title; project concept description; a brief statement of justification; and anticipated NEPA and Section 106 planning and compliance established in collaboration with NPS staff.

(2) Notify NPS of Intent-to-Proceed. The Concessioner shall formally notify the Park Superintendent in writing of intent to proceed with any facility planning, design and/or projects. The project must be identified in the CMP the calendar year before to assist the NPS in sequencing and scheduling necessary support staff. The time of notification shall be sufficiently in advance of any Concessioner budget formulation to assure the requirements of the Park Superintendent are included in the project scope before the project is funded.

(3) Identify a Project Coordinator. The Concessioner project coordinator must be identified for each project. This person should have the authority to obligate project expenditures and hire and direct consultants and contractors, and concessioner support staff.

(4) Prepare a proposed Project Statement (PS). Arrange and facilitate a project planning conference with NPS staff and prepare a proposed PS to be submitted to the Park Superintendent for review. The conference should be performed on the proposed project site, if needed.

(a) Conference goal and product. The primary goal of the conference is to clearly identify the project concepts and scope at sufficient detail to carry the project through to completion without significant deviation from an approved PS. The product of the conference should be an approved PS prepared by the Concessioner resulting from collaboration between the Concessioner and the Park Superintendent.

(b) Project Statement Content. The PS shall include the following as a minimum: Project description; justification; scope of work, including NEPA and Section 106 planning and compliance; estimated Total Project Price; proposed schedule; milestones of NPS design review and third party project inspection and



certification. The elements of the PS will function as check points of accountability and will vary in frequency and scope, contingent upon the nature, complexity and scope of the proposed project.

(c) Leasehold Surrender Interest. If the Concessioner seeks leasehold surrender interest as a result of a construction project, the Concessioner must request and receive the written approval of the proposed construction project by the Park Superintendent in accordance with the terms of this leasehold surrender interest concession contract. An estimate of the amount of leasehold surrender interest shall be identified in advance if the Concessioner requests leasehold surrender interest. The estimated leasehold surrender interest costs shall be separately identified as part of the Total Project Price and substantiated, if requested, with written and competitively acquired price proposals or construction contracts. Not all projects qualify for LSI. LSI is only granted under the terms of this CONTRACT, including, without limitation, its Exhibit A.

(d) Methods of Establishing the Expected Value of Leasehold Surrender Interest. A number of methods are available to estimate the Concessioner's leasehold surrender interest as long as eligible direct and indirect costs are specified. The methods of identifying the expected value of leasehold surrender interest include guaranteed maximum price design-build construction methods, conventional design-bid-build methods, and construction price estimates professionally prepared by subject area experts.

(e) Professional Services and Construction. The Concessioner must assure the park in its project statement that for any project requiring professional services, such services shall be acquired from appropriate registered technical professionals. Licensed contractors shall perform all project work unless otherwise approved in writing by the Superintendent. The Concessioner shall provide for registered technical professionals to perform project inspection and/or facility certification, or any other service needed for project implementation at the request of the Park Superintendent.

(f) NPS Operations. Any aspect of the proposed project where the scope of work interfaces with NPS operations such as utility service connections or road maintenance operations must be clearly identified in the PS.

(5) Submit Project Statement for NPS Review. The proposed PS shall be submitted in written correspondence from the Concessioner to the Park Superintendent requesting review. A PS signed by the Park Superintendent constitutes official authority for the Concessioner to continue further project development to the level specified in written correspondence from the Superintendent. The Concessioner may obtain authority to complete a project when sufficient planning and design has been completed to meet the interests of the park. Projects that do not have the level of required planning are likely to receive only conceptual approval with authorization to proceed with further planning and/or design as required to assure park objectives are met.

(a) Project Statements Containing Claims for Leasehold Surrender Interest. A PS must present an estimate of project expenditures to be claimed for LSI purposes. The eligibility of any expenditures for LSI will not be identified until all project planning is complete to the satisfaction of the Park Superintendent, including NEPA and Section 106 compliance, if required. An approved PS serves only as a guide for further project development to the level specified in the PS. The Park Superintendent shall only approve final LSI costs after project completion and written project close-out.

(b) Design Required for Leasehold Surrender Interest Eligibility and Value. The Park Superintendent may require an appropriate level of design to determine whether a project is eligible for LSI, and if so, its estimated cost. The level of project planning and design required may include completion of concept

design, schematic design, or preliminary engineering design, to clearly identify the elements eligible for LSI. Some projects may require the completion of construction drawings and specifications before the proposed LSI is documented to the satisfaction of the Park Superintendent. All improvements for which LSI is claimed must be defined in record "as-built" construction drawings and specifications when the Concessioner submits its request for LSI at Project Close-out.

(6) Establish a Project File. A file of all project documents shall be held by the Concessioner as a chronological audit trail of all project decision-making activity for each project from concept development to completion and NPS acceptance. Each project shall be identified with a unique project number assigned by the Park. All documents entered into the file should have the project identification number clearly displayed on it as part of document identity.

(a) Leasehold Surrender Interest Project File. The Project File will become an LSI project file when the Concessioner requests approval of LSI. It shall be established and maintained by the Concessioner and shall include all of the documents identified in section 6(C) of this Exhibit. This file shall be submitted at the time of Project Close-out to the Park Superintendent as the basis for the leasehold surrender interest request. As part of this file, the Concessioner must maintain auditable records of all expenditures attributable to each project and have them available for review if requested by NPS personnel. Invoices shall contain sufficient information to identify the tasks completed or products delivered as agreed upon in contracts presenting a full scope of work. The file shall clearly provide a "paper trail" between expenditures eligible for LSI purposes and the payment of those expenses.

(b) Typical Project File. The organization of a typical project file is presented in the following sections:

Section A. Project Statement. The approved PS, scope of work, and a copy of the notice-to-proceed letter, authorizing planning and design, sent to the Concessioner by the Park Superintendent should be filed in this section.

Section B. Planning. This section should contain documents pertaining to any project planning. Typical documents include those produced for NEPA and Section 106 compliance. Also contained in this section should be any concept design, preliminary design, or schematic design correspondence and documents. When the Park Superintendent grants approval for any of the above stages of project development, correspondence from the Park Superintendent should be filed in this section.

Section C. Assessment. This section should contain a record of any assessment performed during project implementation. Soil, vegetation, floodplain, structural, electrical assessments, for example, should be filed in this section. Any other existing site or facility investigative reports, and all quality assurance documents such as third party project inspection, testing and certification should also be filed in this section.

Section D. Design. This section should contain a record of documents produced and decisions made during the design phase of a project. The design phase typically occurs when project activity has shifted from conceptual discussion to organizing detailed direction provided to a contractor for construction. Correspondence from the Park Superintendent providing design approval should be in this section.

Section E. Project Work. This section should contain a record of decisions made during project work. The letter from the Park Superintendent granting notice-to-proceed with the project should be in this section. All contractor proposals, change-orders, design modification documents, daily construction activity records, weekly meeting minutes, etc. should be in this section. Documentation for larger projects should

be organized according to subcontractor activity or standard specification enumeration. The final document filed in this section should be the NPS correspondence sent to the Concessioner providing project acceptance and close-out.

Section F. Financial. This is a very important section where a copy of all contracts and contract modifications should be filed. It is important to assure that all expenditures are accounted for. All expenditures must have sufficient supporting documentation cross-referenced with documents in other file sections, if necessary. Monthly financial detail reports shall be prepared and filed in this section with copies of all project budget documents. This section must contain all correspondence supporting LSI with appropriate cross reference to other sections for clarity of the LSI "paper trail." (For example, cross reference tabs). Also contained in this section shall be a copy of the project acceptance and close-out letter from the Park Superintendent that specifies the amount of leasehold surrender interest, if any, applicable to the project.

Section G. Photo Documentation. Complete documentation, including before-and-after photos, records of any special situations or conditions requiring changes, documentation of methods used, etc., should be kept to support requests for LSI and to assist future maintenance and/or appraisal efforts. Photographic documentation is also usually required for modifications to "listed" historic structures. To be most useful, photos should be filed with the documents they support.

(7) Submit Resource Compliance Documents for Review and Approval. During development of the project statement, responsibility for compliance work will be established. The Concessioner must request the participation of NPS staff early in project planning to assure uninterrupted project implementation. Development of compliance documentation must occur as soon as possible. Every effort shall be made to perform compliance document preparation tasks concurrently with project planning and design.

(a) Historic/cultural compliance. Historic and cultural compliance document approval is required for property listed in or eligible for inclusion in the National Register of Historic Places. Any undertaking affecting property listed shall be performed in accordance with The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings". The Concessioner must document proposed actions using the "XXX Form" (available from the National Park Service) before any work occurs for any project that may affect a historic structure, historic district, cultural landscape, archeological site or historic object or furnishing. Compliance will usually require the preparation of at least "assessment of effect" drawings and specifications to the level of final documents if required. Compliance shall carry through to submission of the "Construction or R&M Completion Report" for many projects where significant changes are made to the historic structure and/or landscape. Therefore, compliance document approval usually will not occur until after submission of project documents. In-park historic compliance review and approval will require at least several weeks from date of submittal. Where submittal is made to the State Historic Preservation Officer or the Advisory Council on Historic Preservation, additional time will be required before approval may be given. This may be performed concurrently with approval of project documents.

(b) Ground disturbance. Where ground disturbance will take place submittal of drawings that show area and depth of proposed ground disturbance will be required. Submittal of this document early in project planning is recommended. All project documents that include soil disturbance shall have the following specification included within them:

"Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the project area are the property

of and will be removed only by the Government. Should Contractor's operations uncover or his/her employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify the Government immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays of additional work for Contractor, he/she will be compensated by an equitable adjustment under the General Provisions of the contract."

(c) Archeological Monitoring. Monitoring project activity is a requirement of cultural compliance when significant ground disturbance occurs during project work. Any cultural resource monitoring required shall be performed under the direction of the NPS. The NPS shall be notified sufficiently in advance of the need for a monitor and will assist the Concessioner in making arrangements for the services of an archeological monitor at the expense of the Concessioner, if the NPS is unable to provide the expertise.

(d) National Environmental Policy Act (NEPA) compliance. NEPA compliance document approval is required before any construction or R&M project occurs for any project that has an impact on the environment. Projects requiring compliance will be identified by the NPS early during project planning. The actual review period length may vary widely depending on the nature, scope, and complexity of the project elements that relate to resource compliance. Projects that have an insignificant effect on park resources usually require a "categorical exclusion" determination—a process that may require sufficient extended lead-time from submittal of review documents. Projects having a significant effect on park resources or that are not part of other NEPA compliance documentation may also require a longer period of implementation.

(8) Submit Project Documents (PDs) for Review and Approval. The Concessioner shall submit PDs for review and approval to establish project activity for approval by the Superintendent. Approved PDs establish the full scope of the project and the quality of work to be performed by the Concessioner. The scope of the documents required will be identified in the PS. The scope and detail of the documents will vary depending on the nature and complexity of the project. "Manufacturer's cut-sheets" may be all that is required for some R&M projects, and for others, complete detailed drawings and specifications may be required. The Concessioner is responsible for the technical accuracy and completeness of PDs and shall provide the technical review as needed to assure compliance with all applicable federal, state and local statutes, codes, regulations and appropriate industry standards. Any exception to this will be by written authorization from the Superintendent.

(9) Submit a Project Estimate and Schedule. An estimate of the Total Project Price and completion schedule shall be submitted to the Superintendent before work begins. This is a revision of the Total Project Price and completion schedule estimated in the Project Statement. It is based on the best information available identified during project planning and design.

#### **D. Project Management Procedures**

(1) Identify a Project Supervisor. A Project Supervisor shall be identified and vested with the authority to direct the contractor on behalf of the Concessioner. The NPS will direct its communication concerning the nature and progress of day-to-day project activity to this person. This person should have full responsibility for assuring that all construction complies with the approved Project Documents and specified code compliance. The NPS should not take any responsibility for projects until Project Close-out and Acceptance when the NPS receives certification of completed work performed in compliance with Project Documents and all specified codes.

(2) Submit a Total Project Price for Review.

(a) All projects completed under the terms of this Contract where LSI is requested shall include submittal of a Total Project Price in writing to the Superintendent for review.

(b) Where no LSI is requested, the Total Project Price is provided as an informational item. Formal approval by the Superintendent is not required.

(3) Notice-to-Proceed with a Project. A "Notice-to-Proceed" with a project will be issued when all submittals requested by the Park Superintendent have been reviewed and approved. The Notice-to-Proceed must be received by the Concessioner in writing before any project work occurs.

(4) Hold a Pre-Project Conference with the Contractor. The Concessioner shall arrange and facilitate a pre-project conference as needed or as requested by the NPS with the Contractor. The purpose of the conference is to provide the NPS the opportunity to meet the Contractor and confirm that the Contractor has full understanding and knowledge of all work to be performed. In addition, the conference provides the opportunity to confirm established communication linkages between the Concessioner, the Contractor and the NPS. Any questions the Contractor may have regarding any matter of the project or anything about Area access, rules and regulations may also be discussed.

(5) Submit Project Activity Reports (as required). A record of project activity shall be provided by the Concessioner on all approved projects. The scope and frequency of performing this documentation shall be identified upon submittal of PDs for Park approval. The Concessioner is responsible for the accuracy and completeness of all design and completed projects.

(a) Content. Project activity reports shall summarize daily project activity recording important observations and decisions. It shall also identify project expenditures to date if required for leasehold surrender interest purposes. The reports shall identify any changes to the approved PDs either by change order or any other variance from approved PDs. The NPS shall be notified immediately, if a change is likely to occur in the Total Project Price where the project involves LSI. (See discussion below for review and approval of change orders and contract modifications.)

(b) Regulatory code compliance and project inspection (as required). Inspection reports specifically addressing regulatory code compliance and adherence to PDs will be required, at the request of the Superintendent, during certain stages of the work. Independent industry certified inspectors or registered professional subject area experts shall perform all inspections and project component certification. Inspection reports shall be prepared that include all findings and results of code compliance inspection. Section and paragraph of applicable codes shall be referenced when deficiencies are noted. Recommendations presenting remediation shall accompany line item deficiencies in the report. All inspection reports shall be included in the final project completion report submitted before project acceptance by the Superintendent.

(6) Submit Requests for Changes in Approved Project Documents. The Superintendent's approval will be required before any significant changes are made to the project scope during the completion of projects, as identified in the approved PDs. The Concessioner shall provide the NPS with written notification immediately upon identifying the need for a change in project scope that effects any of the items listed below. The written notification shall include a request for change in the approved PDs complete with justification and explanation of effect of change on all other aspects of project design and work. Requests

for any significant changes in the approved PDs shall be reported in project activity reports with attachment of any documentation requested. Changes in approved project scope during the work that will require review and approval of the Superintendent include the following:

- (a) Changes affecting natural, cultural and/or historic resources;
- (b) Changes in designated visual appearance;
- (c) Changes in the interface with NPS utility and/or road facility maintenance operations;
- (d) Changes in project scope and/or the estimated leasehold surrender interest, as required for facility improvement projects.
- (e) Proposed changes where natural or cultural/historic resources are involved may require a significant period of review depending on the complexity of the concern.

(7) Submittal of Change Orders for Review and Approval (for Leasehold Surrender Interest only). When one of the five factors listed above exists, the Concessioner shall submit, for the review and approval of the Park Superintendent, documentation justifying the proposed changes. The Concessioner shall also submit a revised Total Project Price for each proposed change, as needed, indicating the proposed change in estimated LSI. All change orders or any other means of directing the Contractor that may have the effect of increasing the Total Project Price will require the Park Superintendent's review and approval, if the project has LSI implications.

(8) NPS Project Inspection. The project will be inspected periodically by a representative of the Park Superintendent. The purpose of these inspections is not in lieu of or in any way a substitute for project inspection provided by the Concessioner. The responsibility to assure safe, accountable project activity and for providing the contractor with direction to fulfill the full scope of approved work is the responsibility of the Concessioner.

(9) Project Supervision Documents. Project drawings and specifications must be kept on the project site complete with any design or project modifications, in a well-organized form. The Construction Supervisor shall keep a current "red-line" copy of approved PDs updated daily showing any changes. In addition, a well-organized file of submittals required in the approved PDs and approved where required by professional Architects and/or Engineers must also be kept on the project site with the PDs for periodic inspection by NPS staff.

(10) Substantial Completion Inspection and Occupancy. Joint inspection by the NPS and the concessioner will occur upon notification that the project is substantially complete. A "punch list" of work items will be formulated and performed to "close-out" the project. The Superintendent, in writing will accept the project, when the "punch-list" items are completed. The Concessioner is not to occupy the facility until authorized in writing by the Park Superintendent.

(11) Requesting Approval of Leasehold Surrender Interest. Upon substantial completion of a project, as determined by the Park Superintendent, the Concessioner must provide the Superintendent a written schedule of requested LSI eligible costs incurred, which becomes the Concessioner's request for LSI approval. The project file, containing actual invoices and the administrative record of project implementation, must support these expenditures and shall be submitted to the Park Superintendent for review with the request. If requested by the Park Superintendent, the Concessioner shall also provide

written certification from a certified public accountant regarding the LSI costs. The certification must comply with the requirements of Exhibit A of this Contract.

(12) Project Completion Report. Upon completion of any project, the Concessioner shall submit a Project Completion Report to the NPS. The completion report shall include the Total Project Cost; before-and-after photo documentation; warranties; operation and maintenance manuals, if required; all inspection and certification reports; and "as-constructed" drawings (see item section C(13) below). Projects where LSI is requested may require the submittal of any other similar documents deemed by the NPS necessary to establish complete project documentation. The level of documentation requested may also include adequate photo-documentation provided during construction to record significant unforeseen site and construction conditions resulting in changes to approved PDs and the approved Total Construction Price.

(13) "As-Constructed Drawings". The "as constructed" drawings included with the Project Completion Report for all projects shall be full-size archival quality prepared in accordance with NPS management policies and must be submitted before project acceptance by the National Park Service. At least two half-size sets of drawings shall also be provided. The drawings establishing LSI shall provide a full and complete record of all "as-constructed" facilities including reproduction of approved submittals and manufacturer's literature documenting quality of materials, equipment and fixtures in addition to a record set of project specifications approved for construction.

(14) Request Project Acceptance and Close-out by the Superintendent. The Concessioner shall request project acceptance by the Park Superintendent either at the time of submittal of the Project Completion Report or at any time thereafter. Project acceptance will be contingent upon fulfillment of all requested project completion work tasks and submittal of all project documentation in accordance with these guidelines and as requested by the NPS. Until receiving formal written project acceptance and close-out from the Park Superintendent, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work. For LSI projects, the project close-out letter issued by the Superintendent will specify the granted amount of LSI value resulting from the project.

**EXHIBIT G**

**LEASEHOLD SURRENDER INTEREST AS OF THE EFFECTIVE DATE OF THIS  
CONTRACT**

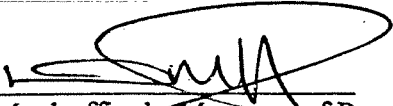
Pursuant to Section 9(c)(2), the Concessioner's leasehold surrender interest in real property improvements as of the effective date of this CONTRACT, if any, is as follows:

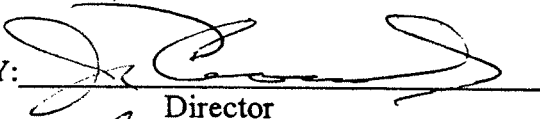
Building Number	Description	Value
NONE		

Exhibit G Approved Effective 1/21/03

CONCESSIONER

UNITED STATES OF AMERICA

BY:   
David Maule-ffineh, Manager of Pensus Group, LLC,  
the Manager of ~~Antelope Point Holdings, L.L.C.~~,  
an Arizona limited liability company  
4935 E. Valley Vista Lane  
Paradise Valley, Arizona 85253  
(602) 230-9000

BY:   
Director  
National Park Service



## MAINTENANCE PLAN

### Glen Canyon National Recreation Area Antelope Point Resort and Marina Development

#### Introduction

This Maintenance Plan between Antelope Point Holdings, L.L.C. (hereinafter referred to as the "Concessioner") and Glen Canyon National Recreation Area, National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLCA007-03 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glen Canyon National Recreation Area, which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Glen Canyon National Recreation Area. Revisions may not be inconsistent with the terms and conditions of the main body of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of this CONTRACT.

#### GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES

The NPS Concession Review Program provides general direction, expectations, and standards on all aspects of concession operations. The standards for interior and exterior maintenance as amended, supplemented, or revised, are hereby incorporated by reference.

The concessioner is required by the terms of the contract to maintain the facilities used in a manner that is acceptable to the NPS. It is the purpose of this Maintenance Plan to define the necessary standards and to define the maintenance relationship between the concessioner and the NPS. Both the concessioner and the NPS have specific responsibilities as outlined in the Concession Contract and this plan

The lobby, offices, storerooms, workrooms, reservation desks, rental offices, corridors, and other space shall be clean, properly illuminated and well maintained. Floors must be clean, free of

litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips and worn places. Masonry or flagstone grouting must be in good repair and clean. Wood floors are to be kept clean and waxed or otherwise sealed. Carpeting must be clean, reasonably free of stains and be in good repair. Walls and ceilings are to be free of breaks and stains and have a fresh appearance. Windows must be clean and free of breaks. (Chapter 21, Page 2) NPS-48

It is the goal of this Plan to ensure that these general standards are both adequately defined and fully achieved. To that end both the Concessioner and the Service have specific responsibilities. These responsibilities are defined throughout this plan.

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## I. Maintenance Inspections

There shall be two annual joint inspections conducted during the operating year of buildings, utilities, grounds, and equipment within the assigned areas. These inspections will determine if facilities are satisfactorily maintained and in compliance with applicable rules, laws, code, policies and regulations. As a result of the first inspection, deficiencies noted on periodic evaluations and needs assessed from the inspection will result in a schedule of maintenance projects being prepared for the approval of the Service, consistent with this Plan. The second inspection will be used to review progress on the projects generated by the first inspection, as well as to note deficiencies observed since the first inspection which will result in another schedule of maintenance projects being prepared for the approval of the Service, consistent with this Plan. This Plan shall also be reviewed and revised as deemed appropriate.

## II. Buildings

A. The Concessioner shall be responsible for all exterior and interior maintenance of all Concession Facilities assigned for the purposes of the Concession Contract.

B. Concessioner Responsibilities:

The "Concessioner" is responsible for all maintenance and repair of all structures, property and facilities as shown in Exhibits D and E except as noted below under "Service Responsibilities."

The Concessioner's maintenance responsibilities will include but not be limited to: structural elements, roofing, flooring, interior and exterior surfaces, windows and doors, utilities within the structure, utility distribution systems from inside the building to the point of metering or demarcation point, heating, cooling, and lighting systems, and all installed fixtures and miscellaneous equipment.

General preventative maintenance, cyclic rehabilitation, and emergency repair or replacement resulting from damage will be carried out by the Concessioner on a timely basis to ensure that all structures, facilities, and areas assigned to the concessioner achieve the basic goals described by National Park Service Guidelines and quoted above.

The Concessioner shall integrate into its maintenance activities cost-reduction, energy efficiency, environmental protection, and sustainable design practices.

C. SPECIFIC REQUIREMENTS supplement the general responsibilities of the Concessioner listed above:

1. EXTERIOR MAINTENANCE

a) ROOFS: Roofs shall be inspected on an annual basis to assure that roofing material(s) are intact and are free of deterioration that would effect the structural qualities and are not jeopardized by adjacent vegetation.

1) Roof repair: Repairs shall be made using the same type, style, and color of existing roofing material(s).

2) Roof replacement: Replacement of the total roof surface shall be done in accordance with National Park Service specifications.

3) Roof Maintenance: Overhanging tree limbs and vegetation causing roof deterioration shall be trimmed/pruned away from the structure(s).

b) GUTTERS, DOWNSPOUTS, AND ROOF DRAINS: Shall be inspected and cleaned as a minimum on an annual basis or as necessary to maintain the system free of obstructions and to assure all openings are clear and operational.

1) Gutters and Downspouts: Surfaces shall be maintained to prevent deterioration of the material or structural damage to the building.

2) Gutter and downspout replacement: Replacement shall be done in accordance with National Park Service specifications.

c) DOORS AND WINDOWS: Shall be inspected on an annual basis and shall be maintained to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building.

1) Door and window replacement: Door and window replacement shall conform to existing size, style, and appearance or as otherwise may be approved in writing by the Superintendent.

d) SIDING: Shall be inspected on an annual basis and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material, paint, structural damage or building appearance.

1) Siding: Siding and other exterior surfaces shall be painted on a regular basis of not less than every five (5) years.

2) Siding: Shall be free of encroaching vegetative growth.

3) Siding repair /replacement: Siding shall be repaired or replaced using the same size, style, type and grade of material as exists on the building/structure.

4) Siding painting: Repaired or replaced siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.

5) Paint and thinning products: Shall be stored in fire proof cabinets or disposed of according to State, and Federal Hazardous Waste Disposal Regulations.

e) STRUCTURAL VENTILATION: Shall be inspected on an annual basis and maintained to permit air circulation as designed.

Structural Ventilation: Wire screen, metal or wooden louvers shall be intact to prevent the entering of birds, bees, rodents and other wildlife.

f) FOUNDATIONS AND EXTERIOR WALLS: Shall be inspected on an annual basis to assure they are structurally sound and support the superimposed loading.

1) Foundations and exterior walls: Shall be maintained to prevent differential settlement or lateral, vertical or longitudinal displacement.

2) Foundations and exterior walls: Major repair or replacement shall be done according to National Park Service approval.

g) INSECT/PEST CONTROL: All buildings/structures permitted for use under this Concession Contract shall be inspected on a regular cycle not less than every five (5) years. Inspections shall be made by a licensed pest control contractor and submitted to the Superintendent. All pest control shall be completed in full compliance with the National Park Service Integrated Pest Management Program, (IPMP).

h) ELECTRICAL SYSTEMS:

The Concessioner shall repair, maintain, or replace all wiring, conduit, fuses, breakers, fixtures, etc., within the buildings to the point of contact with equipment belonging to the electric utility within the buildings to the point of metering as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, its employees, clients, patrons or agents. Any repairs, remodeling, or upgrading shall be consistent with the National Electrical Code.

Exterior lighting: Installations shall be done by a licensed electrician/contractor and shall be designed to minimize energy consumption. All lights must be shielded to cast light downward only, to protect night skies, and must be approved by the National Park Service.

2. INTERIOR MAINTENANCE

a) PAINTING: Paintable surfaces shall be painted on a regular cycle of not less than five (5) years.

1) Painted surfaces: Shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear.

2) Paint products: Shall be of a "best quality" from a major manufacturer and a type and color which is readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent.

3) Paint and Thinning products: Shall be stored in fire proof

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cabinets or disposed of according to State, or Federal Hazardous Waste Disposal Regulations, including, but not limited to, National Fire Protection Association (NFPA) requirements.

b) **HEATING, VENTILATING, AND AIR CONDITIONING UNITS:** Shall be inspected on an annual basis and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.

1) Heating, ventilating and air conditioning units: New installation(s) and repair shall be done in accordance with manufacturers recommended requirements. New installations must be designed to minimize energy consumption.

2) Heating, ventilating, and air conditioning units: Adjacent areas shall be free of litter, dirt accumulation and unnecessary storage.

c) **ELECTRICAL SYSTEMS:** Shall be maintained from the meter into the structure and inspected on an annual basis for compliance with the National Electrical Code and requirements of the utility provider.

1) Electrical Systems: Shall be equipped with properly functioning safety equipment, overload protective devices and switches.

2) Electrical Systems: High voltage (220v and higher) shall have contact points marked in accordance with National Safety Council coding standards.

3) Electrical Systems: Installations shall be in accordance with the National Electrical Code and installed by a licensed electrician /contractor.

d) **FIRE PROTECTION SYSTEMS:** Fire Alarms and Sprinkler systems shall be inspected on an annual basis and maintained in full operating condition at all times in accordance with National Fire Protection Association requirements.

1) Fire Protection Systems: Installations shall be done by a licensed technician/contractor.



2) Maintain in a serviceable condition all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers, consistent with Federal codes and NFPA requirements. Conduct periodic tests of all safety devices, fire detection, and suppression devices, equipment, and appurtenances.

e) FIRE ESCAPES AND EXITS: Shall be inspected on an annual basis and be maintained to provide safe and expedient exit from the building at all times in accordance with NFPA requirements.

1) Fire Escapes and Exits: Fire exit doors shall be equipped with operable panic hardware and be identified by illuminated fire exit signs.

2) Fire Escapes and Exits: A fire or emergency exit plan shall be posted on each floor showing escape routes and emergency exit doors.

3) Fire Escapes and Exits: Installations of fire escapes and emergency exit hardware and signs shall receive prior written approval from the Superintendent.

4) Emergency lighting shall be installed to illuminate exit routes in accordance with NFPA standards.

f) FLOORS AND FLOOR COVERINGS: Shall be inspected on an annual basis and maintained to prevent signs of displacement, deflection, water damage, and abnormal deterioration.

1) Floors and Floor Coverings: Shall be maintained so they are free of objectionable deterioration, evidence of vandalism and excessive wear.

2) Floors and Floor Coverings: Hardwood floors, tile, and linoleum coverings shall be maintained using proper sealants and waxes.

g) ASBESTOS: The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos in all assigned buildings and areas.

V. UTILITIES

A. WATER SYSTEMS: Shall be maintained from the demarcation points listed below into the buildings and facilities.

The Concessioner shall repair, maintain, or replace the potable water system, including all wells, treatment facilities, storage facilities and distribution system, master meters and valves, and pumping stations. The Concessioner shall provide water to all Service owned facilities, including maintenance of the water system from the treatment facility up to and including the water meter for such Service owned facilities. The Concessioner, by providing the supervision and operation of qualified water treatment plant operators, shall maintain and operate water treatment facilities, water bacteriological, and chemical monitoring. The Concessioner shall be required to maintain the potable water system in compliance with the all applicable laws, codes, rules, and regulations in accordance with US Public Health standards and Arizona Department of Environmental Quality. The Concessioner shall be responsible for all maintenance on the fire hydrant suppression systems, testing of the fire hydrant system to meet NFPA requirements and the water delivery to the fire hydrants. The Concessioner will provide utility service to the Public Launch Ramp Restroom Buildings, as well as any other facilities with the Antelope Point Project Area.

B. SEWAGE SYSTEMS: Shall be maintained from the buildings and other facilities to the demarcation points listed below.

The Concessioner shall repair, maintain or replace the sewage collection and treatment system, including treatment facilities, gravity collection and force mains, and lift stations. The Concessioner shall provide collection for all Service owned facilities, including maintenance of the sewage system from the manhole nearest to the Service owned facility up to the treatment facility. The Concessioner, by providing the supervision and operation of qualified sewage treatment operators, shall maintain and operate wastewater treatment facilities. The Concessioner shall maintain the sewage system in compliance with the requirements of all applicable laws, codes, rules, and regulations including the regulations of the Arizona

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Department of Environmental Quality. The Concessioner will provide utility service to the Public Launch Ramp Restroom Buildings, as well as any other facilities with the Antelope Point Project Area.

**C. NATURAL AND LIQUEFIED PETROLEUM GAS SYSTEMS:**

The Concessioner shall maintain, according to NFPA codes, all liquid petroleum gas (LPG) systems in their assigned areas. This includes, but is not limited to, tanks, valves, regulators, and piping. Placement of new or additional tanks will be subject to written approval from the Superintendent.

1. National Fire Protection Association (NFPA) installation of gas appliances and gas piping.
2. National Fire Protection Association storage and handling of liquefied petroleum gases.
3. The Concessioner will arrange for an annual inspection of its gas storage distribution systems. Such inspection will include a representative of the Service. All gas installations will require a licensed Arizona or LPG installer.

**C. ELECTRICAL SYSTEMS:**

The concessioner shall be responsible for providing electricity through the means allowed for in the Business Site Lease and maintaining all electrical lines and equipment within all assigned facilities and structures. All construction requiring electrical work or rewiring of existing facilities must be completed only by an Arizona licensed electrician at the Concessioner's expense and that inspection will certify to the Service that the installation meets all applicable codes.

**D. TELEPHONE SYSTEM**

The Concessioner shall repair, maintain, or replace the underground telephone system from within the Concessioner facilities up to within five feet (5') of the designated telephone utility companies lines.

**F. FOOD SERVICE EQUIPMENT**

All equipment used in food service operations, especially dishwashers, refrigerators,

freezers, serving counters, etc., will be maintained in compliance with Federal Public Health Service Standards and State and Local requirements associated with food service activities.

#### G. OTHER EQUIPMENT

All other equipment used within the operation, will be maintained in compliance with applicable industry operating standards and requirements and all applicable laws, codes, rules, and regulations.

### VI SIGNS

The Service's Guidelines for signing state:

Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, consistent with NPS standards, appropriate for the purpose they serve, and be approved by the Superintendent prior to installation.

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within the assigned areas. Examples of this responsibility are signs identifying the location of functions (when attached to concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Chief of Facilities, Glen Canyon National Recreation Area. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs shall be permitted within the Concessioner's assigned area(s).

The Service is responsible for all regulatory and control signs, and warning signs that serve the interest of the Service.

### VII LITTER AND GARBAGE

The Concessioner shall be responsible for the collection and disposal of all litter and garbage within the assigned areas as identified on the maps at Exhibit D. This includes

litter collection on the hillsides surrounding the facilities inasmuch as the bulk of the litter is generated from the Concessioner operations. This is to include the areas down to the water line, areas of water within the marina, the lake bottom areas below marina operations as identified on the land assignment as defined by the maps at Exhibit D. The Concessioner is responsible for cleanup of all litter and debris generated by marina operations in the immediate vicinity of their land assignment. The assigned areas shall be kept free of litter, garbage, abandoned cable and equipment, vehicles, furniture and fixtures. The Concessioner shall provide adequate Service approved trash and garbage containers within the assigned areas in accordance with Exhibit D:

These containers shall be maintained, serviceable and the sites free of spills, waste and litter, and shall be removed from the areas on a regular basis.

It is the responsibility of the Concessioner to use and store all hazardous materials and dispose of all hazardous wastes in accordance with all applicable laws, codes, rules, and regulations.

The Concessioner will use adequate Service approved trash and garbage containers within the assigned areas. These containers will be clean, well maintained, serviceable, and the sites free of spills, waste, and reasonably odor free. All trash containers should be screened from public view by a trash enclosure or other means as approved by the Service. Additionally, to prevent pest attraction and breeding, all garbage will be adequately bagged and tied.

All materials generated as solid waste, slash, untreated wood, tree branches, must be removed from the Park at the Concessioner's expense and disposed of at an approved land fill or disposal site outside the boundary of the Service.

The Concessioner shall implement a recycling program at the marina facilities. Products to be recycled include but are not limited to paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries. Such program will include, but not be limited to the following: 1) Provide collection bins at launch ramps, marina, boat rentals. 2) Removal from the recreation area and transportation to the recycle center.

## VIII. GROUNDS, LANDSCAPING, AND PEST MANAGEMENT

The Concessioner shall be responsible for landscaping, ground care (watering, mowing, weeding, fertilizing, pruning, etc.) and improvement of the assigned areas, as defined on the maps at Exhibit D. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval. The

Concessioner shall be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas. The Concessioner shall be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).

The Service and the Concessioner will agree to an Integrated Pest Management Program that will define nature and frequency of treatment, approved chemical lists, etc. Concessioner applying any herbicide, pesticide, or engaging in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials shall be in accordance with the Integrated Pest Management Program.

The Concessioner shall conduct his business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.

All landscaping changes will be approved in advance by the NPS. All chemicals, including but not limited to, fertilizers, pesticides, and herbicides require NPS approval prior to use.

The Concessioner will work with the NPS to identify resource-related problems in their assigned areas. The NPS will recommend and approve correction methods. The concessioner is responsible for ensuring that necessary work is accomplished.

The Concessioner is responsible for exotic weed management in their assigned areas:

- The NPS will survey the Concessioner's land assignments to identify exotic weeds and provide the Concessioner with the survey results. The Concessioner will work with the NPS to ensure early detection.
- The Concessioner will be responsible for manual removal of high-priority species. Weeds that cannot be controlled manually will be chemically sprayed with approval by the NPS.
- The NPS may restrict use of the land in areas containing aggressive and invasive high-priority species. Vessels and vehicles and equipment stored in such areas will be pressure-washed prior to use.
- Vehicles used off-road by the Concessioner or its contractors will be pressure-washed, with particular attention to the under-carriage and any surfaces where soil containing seeds may exist. Vehicles and equipment found in the park that have not been inspected will be removed from service until inspected. Citations may be issued for non-compliance.

## IX. WATER CONSERVATION

Due to the increasing costs of producing tested domestic water, and treating wastewater, the Concessioner agrees to install water conserving fixtures and landscape irrigation systems in all new construction, and when existing fixtures or irrigation systems need replaced. Water conservation in landscaping includes selecting drought tolerant species, minimizing lawns, and using drip irrigation systems for trees and shrubs. Water conservation in buildings includes using aerators on all sink faucets, low-flow showerheads, and low-flow toilets.

## X. ROADS, TRAILS, PARKING AREAS, AND WALKWAYS

The Concessioner's responsibilities for concession facilities including without limitation, roads, parking lots, and trails, which are covered by this Plan will include the following:

1. The Concessioner shall be responsible for maintaining the road system, including curbs and gutters, within the assigned areas in accordance with Exhibit D. The Concessioner shall also be responsible for all maintenance of all low water loading/unloading areas and access roads. This responsibility includes day-to-day maintenance of roads including; litter cleanup and patching. Responsibilities also include major rehabilitation and repair of roads to include resurfacing, patching, and chip sealing.
2. The Concessioner will be responsible for maintenance, repair and replacement of the curbs, gutters and sidewalks identified in Exhibit D.
3. Trails - Concessioner will provide preventative maintenance and trash pickup on trails within the specified areas identified in Exhibits D.

Maintenance of sidewalks, walkways, and trails shall ensure that paved/unpaved surfaces are safe for pedestrian traffic. In all assigned areas the Concessioner shall be responsible for sweeping walks on a recurring schedule that ensures public areas are consistently clean and free from tree litter and other debris, and otherwise maintained in safe conditions and aesthetically acceptable as public use areas.

The Concessioner shall install and maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in assigned areas. Construction or installation of additional path or parking area lighting shall occur only with written permission of the Superintendent.

Roads - Reconstruction, rehabilitation, and/or sweeping, striping, patching, crack sealing, chip-and-seal. Sweeping should be done on a bi-annual or as needed basis.

Parking lots - Reconstruction, rehabilitation, and/or sweeping, striping, patching, crack sealing, chip-and-seal. Sweeping should be done on a bi-annual or as needed basis.

Trails - Major repair, rehabilitation, and/or reconstruction.

## XI. DOCKS AND MARINAS

### A. Fuel Dock(s)

The Concessioner shall maintain in a serviceable condition, and consistent with applicable state and federal regulations and code requirements, all fuel dispensing equipment (including nozzles, regulators, shut-off, pumps, pump housing and other related appurtenances), installations provide the maintenance or replacement of fuel storage tanks and underground pumps, pipes, etc., to the dispensing apparatus, and shall be responsible for the installation and maintenance of protection barriers to protect the dispensing equipment. This shall be maintained as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. Any repairs, remodeling, or upgrading shall be consistent with applicable codes. All equipment listed as necessary in the Spill Prevention Control and Countermeasure (SPCC) Plan shall be on-site and maintained in good working order.

The Concessioner shall maintain, repair or replace the fuel docks, walking surfaces, railings, and floatation devices to keep the facilities in a safe and serviceable condition. Fire extinguishing equipment and appurtenances shall be maintained in full compliance with all NFPA code requirements. The fuel dock shall be kept free of litter, clutter, excess equipment and other discarded property.



B. Marina Sewage Pumpout and Lift Stations

The Concessioner shall maintain and operate the sewage pumpout facilities, including the walking surfaces, floatation devices, support frame, holding tank, control panel, railings, gangway, sewage lines, and water, sewer and electrical fixtures and appurtenances. The sewage pumpout equipment, lines, and lift stations shall be maintained in a serviceable condition that reduces the possibility of sewage entering the lake and complies with all applicable laws, regulations.

The Concessioner shall maintain, repair or replace the anchoring, winches, cable, blocks, etc. and shall relocate the sewage pumpout facilities, as required, to accommodate water elevation.

C. Breakwaters

The Concessioner shall maintain the breakwaters which provides protection for the docks and launch ramp. The Concessioner shall maintain the cables, anchoring systems, breakwater flotation and shall relocate breakwater to adjust for lake fluctuations. The Concessioner shall maintain navigational aids and lights added to the breakwaters in accordance with U.S. Coast Guard regulations.

D. Marina

The Concessioner shall maintain the assigned marina facilities. The Concessioner shall maintain, repair, and replace moorings, anchoring systems, winches, cable and blocks, walkways, tourboat loading and holding dock, rental boat loading and holding dock, signs, slips, courtesy docks, and other marina facilities. The Concessioner shall repair, maintain, or replace the breakwaters. The Concessioner fireboats and workboat will be maintained in a serviceable condition. The Concessioner shall repair, maintain or replace the water, sewer and electrical distribution system in accordance with all applicable laws, codes, rules and regulations as they may be enforced by the Service, and shall secure them to the dock above the water line. The water spigots at each slip shall have a backflow preventer installed and backflow prevention equipment will be installed into the water distribution system.

The Concessioner shall maintain, repair, or replace the fire suppression system and security system. The Concessioner shall be responsible for these marina facilities damaged or destroyed as a result of acts of nature, normal wear and tear, acts of the Concessioner, his employees, clients patrons, or agents. The marina facilities shall be satisfactorily maintained, including railings, hitches, cleats, tie-

\*\*\*Antelope Point Resort and Marina\*\*\*

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offs, walking surfaces, and other appurtenances attached thereto. The Concessioner shall be responsible for lighting on the marina breakwaters, and buoy field. The Concessioner will maintain all navigational aids and lights required to be placed on the marina breakwater or within the buoy field in accordance with U.S. Coast Guard requirements. The Concessioner shall require their patrons to maintain dock boxes and carts in a safe and presentable condition. Concessioner shall be responsible for the removal of debris, damaged property, and floatation material from the marina area, including the removal of debris from the lake bottom as identified by the maps at Exhibit D. The Concessioner shall be responsible for maintaining the patrons' dock cart area including litter pickup and maintenance of security appurtenances.

The Service shall be responsible for all exterior and interior maintenance of Public Launch Ramp Restrooms.

## **XII. RECYCLING, POLLUTION PREVENTION, AND CONSERVATION**

**Solid waste disposal** is a major environmental issue as well as a costly disposal problem. The concessioner is expected to reduce, reuse, and recycle solid waste, and meet state and park goals or mandates. The concessioner should actively work to reduce the amount of trash and waste generated, to acquire products with consideration given to the ability to reuse or recycle the product and its packaging, and to recycle all recyclable materials possible.

**Water and energy conservation** must be practiced in daily operations and in the design and construction of both rehabilitated and new facilities.

The concessioner will be expected to comply with the National Park Service **Integrated Pest Management Program**, which emphasizes preventive measures and allows use of chemicals and pesticides only as a last resort.

**Fuel storage tanks and delivery systems**, and underground fuel tanks must meet all of the requirements of the all applicable laws, regulations, rules and codes.

**Management of hazardous materials and wastes**, including storage and accumulation sites, must meet all applicable federal, state, and local regulations and standards. Generation of hazardous wastes will be minimized.

**Air quality** affected by vehicle and other operations is of concern to the Service. Fuel and

engine technologies are evolving in ways that will benefit air quality. The concessioner must adapt operations to maintain the highest reasonable possible levels of emission control.

These operations are conducted in a sensitive desert environment with a variety of issues related to the cultural and natural resources, including threatened and endangered species. The concessioner must conduct its operations under Service direction to **prevent and/or mitigate negative human-environmental interactions.**

**Protection of the water quality** of Lake Powell is a critical issue. Pollution prevention requires management measures related to, and including but not limited to, storm water runoff, fueling facilities, sewage facilities, solid waste management, boat cleaning and maintenance, public education, handling of wastes, and all on-water operations.

**Protection of night skies from light pollution.** Facilities will comply with lighting standards as implemented by the National Park Service.

The concessioner will **reduce noise** generated by operations and **protection of natural quiet** in remote parts of the Area.

The overall objective is to conduct operations using efficient and cost-effective approaches that minimize negative impacts on the environment from concessioner operations, and to encourage others to do so too, for the same cost-effective and self-protective reasons.

Design, construction, and operation of all facilities at the Project Area, whenever feasible, will be done in a manner that prevents or reduces pollution at the source. Concessioner facility operations and management, and acquisition activities will be conducted, to the maximum extent practicable, to avoid or minimize the quantity of toxic and hazardous chemicals and extremely hazardous substances from entering the wastestream. In addition to resource reduction, the Concessioner will demonstrate a commitment that waste generated is to be recycled to the maximum extent practicable, and that any wastes remaining are stored, treated, or disposed of in a manner protective of public health and the environment. The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Polystyrene and plastics will be used as little as possible, and then only polystyrene not containing chlorofluorocarbons. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post-consumer recycled products whenever possible is required.

Any releases to the environment will be reported promptly to the Service, and to others as required by regulation. In addition, the Concessioner will cooperate fully with Service officials to improve local emergency planning, spill prevention and response, accident notification, and pollution prevention planning. The Concessioner will report to the Service annually on toxic chemicals entering any wastestream from their facilities. When a release of hazardous or non-hazardous chemical or biological product occurs, proper corrective, cleanup, and safety actions must be implemented immediately. Individual fleet and public service vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be DOT certified and/or registered, and operators must be knowledgeable of local emergency response and personal safety protocol.

The Service must approve all plans for any work involving underground storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc. The Concessioner must comply with all applicable Federal, State and local laws, regulations and policies regarding hazardous waste.

**Procurement in Purchasing:** The Concessioner will implement a hazardous waste source reduction to minimize and eventually eliminate use of hazardous chemicals in their operation. Where practical, the Concessioner shall use environmentally safe "green" products and practices that enhance sustainable operations and development, promote use of recycled oils, tires (re-treads), construction materials, etc.. The Concessioner shall develop and utilize, in conjunction with the Service, a list of "green" products and 3 alternatives for all operations concerned with house/vessel cleaners, auto fleet/rental fleet lubricants and coolants, human/pet waste treatment (chemical additives to toilets), and construction and boat repair.

**Water and Energy Conservation:** The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

The Concessioner shall maintain health and safety standards and take necessary mitigative and corrective measures to assure healthy working and living environs in all assigned buildings and improvements. Hazardous material shall be handled in accordance with all applicable laws, regulations and rules.. Hazardous material management examples include asbestos, radon, and lead-based paint. The Concessioner shall obtain Service approval before using chemicals, pesticides, and toxic materials.

\*\*\*Antelope Point Resort and Marina\*\*\*

\*\*\*\* Glen Canyon National Recreation Area - National Park Service\*\*\*\*

Applications and methods of use shall be in conformance to all applicable laws, codes, policies and guidelines.

XIII. Construction

The Concessioner must obtain prior written approval from the Service before initiating any improvements, changes, or construction projects in any of the Concessioner's existing or proposed facilities in accordance with Exhibit F of this Contract.

The Service will not issue approval to begin any construction, or improvements, until all cultural and environmental compliance requirements have been met, as well as completed plan reviews.

Dated at Glen Canyon National Recreation Area this 21 day of January, 2003

NATIONAL PARK SERVICE

BY: Kelly (Beth)

Superintendent

## EXHIBIT I

### INSURANCE REQUIREMENTS

#### I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this CONTRACT, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the CONTRACT:

#### II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability.

##### A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit	\$6,000,000
Products/Completed Operations Limit	\$6,000,000
Personal Injury & Advertising Injury Limit	\$6,000,000
General Aggregate	\$7,000,000
Fire Damage Legal Liability "per fire"	\$6,000,000

2. The liability coverages may not contain the following exclusions/limitations:

- a. Athletic or Sports Participants
- b. Products/Completed Operations
- c. Personal Injury or Advertising Injury exclusion or limitation
- d. Contractual Liability limitation
- e. Explosion, Collapse and Underground Property Damage exclusion
- f. Total Pollution exclusion
- g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)

3. For all lodging facilities and other indoor facilities where there may be a large concentration of people, the pollution exclusion may be amended so that it does not apply to the smoke, fumes, vapor or soot from equipment used to heat the building.

4. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

#### **B. Automobile Liability**

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, "Symbols 8 & 9," shall be maintained.)

Each Accident Limit as required by the State of Arizona

#### **C. Liquor Liability**

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$2,500,000
Aggregate Limit	\$2,500,000

#### **D. Watercraft Liability (or Protection & Indemnity)**

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

Each Occurrence Limit	\$2,500,000
Aggregate Limit	\$2,500,000

#### **E. Excess Liability or Excess "Umbrella" Liability**

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

#### **F. Care, Custody and Control—Legal Liability (Describe Specific Coverage)**

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss	\$2,500,000
Aggregate Limit	\$2,500,000

#### **G. Environmental Impairment Liability**

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit	\$2,500,000
Aggregate Limit	\$2,500,000

#### **H. Special Provisions for Use of Aggregate Policies**

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

#### **I. Self-Insured Retentions**

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

#### **J. Workers Compensation & Employers' Liability**

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

### **III. PROPERTY INSURANCE**

#### **A. Building(s) and/or Contents Coverage**

1. Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit D of this CONTRACT.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.



6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.
8. Flood Coverage shall be maintained with a limit of not less than \$
9. Earthquake Coverage shall be maintained with a limit of not less than \$
10. Ordinance or Law Coverage shall be maintained with a limit of not less than \$

#### **B. Boiler & Machinery Coverage**

1. Insurance shall apply to all pressure objects within Concession Facilities.
2. The policy shall provide for loss recovery on a Replacement Cost basis.
3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
4. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
5. Coverage is to be provided on a blanket basis.
6. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
7. Ordinance or Law Coverage shall be maintained with a limit of not less than \$

#### **C. Builders Risk Coverage**

1. Insurance shall cover new buildings or structures under construction at the Concession Facilities, and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.

4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Any occupancy restriction must be eliminated.
7. Any collapse exclusion must be eliminated.
8. Any exclusion for loss caused by faulty workmanship must be eliminated.
9. Flood Coverage shall be maintained with a limit of not less than \$
10. Earthquake Coverage shall be maintained with a limit of not less than \$

#### **D. Business Interruption and/or Expense**

1. Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

#### **E. Deductibles**

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

#### **F. Required Clauses**

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. GLCA007-03 dated \_\_\_\_\_, between the United States of America and Antelope Point Holdings, L.L.C. LLC payment of

insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

#### **IV. CONSTRUCTION PROJECT INSURANCE**

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Where appropriate, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

#### **V. INSURANCE COMPANY MINIMUM STANDARDS**

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

#### **VI. CERTIFICATES OF INSURANCE**

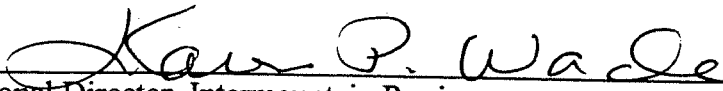
All certificates of Insurance required by this CONTRACT shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

## VII. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained.

  
\_\_\_\_\_  
Regional Director, Intermountain Region  
National Park Service

Dated 1/21/03